

GUARDIAN AGREEMENT

SUBJECTIVE AGREEMENT: TODAY'S DATE: \_\_\_\_\_

The dog subject to this Agreement is a Golden Retriever, sex to be determined.

Call Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Microchip# \_\_\_\_\_

Deposit amount: \_\_\_\_\_

GUARDIAN INFORMATION:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Emergency Contact: (Name & Number) \_\_\_\_\_

1. OWNERSHIP: Ownership, AKC registration Papers, and all rights title in interest to the dog shall remain with Breeder until such time as Breeder shall transfer ownership of the dog to Guardian. Likewise, any puppies born to a female dog shall be the sold and separate property of Breeder and Guardian shall have NO OWNERSHIP interest of possession rights to any such puppies. Semen from a male dog shall also be the sole and separate property of Breeder and Guardian shall have NO OWNERSHIP interest of possession rights to any use of semen.
2. POSSESSION: Upon the execution of this Agreement, Breeder shall transfer possession of the dog to Guardian. Guardian shall retain possession of the dog and shall provide physical care to and supervision of the dog subject to the terms and conditions of this Agreement.
3. BREEDER'S OBLIGATIONS: During the time that the dog remains in the possession of Guardian, and during the term of the Agreement, Breeder shall: A. Provide Guardian with instructions concerning dietary guidelines for the dog, and instructions regarding preventative health care for dog, the dog will continue to stay on Purina Pro Plan and it will be up to the Breeder to decide which variety. B. Designate the name of the veterinarian selected by Guardian and approved by Breeder to provide veterinary care to the dog. C. Provide information to Guardian to allow Guardian to recognize when a female dog reaches proestrus ( in season ). D. Provide the approximate dates when a female dog will reach proestrus. E. When time for breeding or collecting semen, take possession of the dog from Guardian until the process is completed at which time the dog will be returned to the possession of the Guardian. F. Take possession of the female dog from Guardian approximately one to two weeks prior to whelping ( delivery ) date and provide all necessary care, including veterinarian and supervision of the female dog until completion of weaning from the puppies born to the female dog. G. May visit the residence of Guardian at least two ( 2 ) times in each calendar year at pre-arranged times. One

unannounced visit may occur in each year. H. The Breeder has offered free babysitting when it is convenient for both parties. Otherwise, Breeder must approve a boarding facility chosen by the Guardian for any boarding.

4. **GUARDIAN'S OBLIGATIONS:** During the time the dog remains in the possession of Guardian and during the term of this Agreement, Guardian shall:
  - A. Safely confine the dog by using a traditional fence, and by restraining the dog by using a leash whenever outside of the Guardian's home or yard during proestrus and estrus. Guardian will take the dog through a 6-week obedience class and work on off leash training for the dog's safety. Should Guardian feel they are not equipped to protect dog during proestrus or estrus, Breeder may request that dog be delivered to them for safekeeping during this time.
  - B. Provide adequate exercise for the dog on a daily basis.
  - C. Provide basic obedience training for the dog.
  - D. Follow Breeder's dietary guidelines and pay all costs and expenses associated with feeding the dog. Guardian must consult with the Breeder before any change in diet or supplement be implemented, Guardian will continue to feed Purina Pro Plan.
  - E. Pay for veterinary appointments for well visits that include: annual inoculations, rabies vaccine, kennel cough vaccine and worming medication. If approved veterinarian deems it necessary, administer and pay for monthly flea, tick and heartworm medications only as approved by Breeder. All medications should be stopped during proestrus, estrus and pregnancy except when deemed necessary by a veterinarian and approved by breeder. Guardian must immediately provide Breeder the dates of treatments for Breeders own records.
  - F. Consult with Breeder at the first sign of illness or at time of injury and pay for any veterinary visits due to illness or injury while in guardian's care.
  - G. Use only the services of the veterinarian selected or approved by Breeder unless an emergency situation dictates otherwise.
  - H. Deliver possession of the dog to Breeder upon Breeder's request for breeding purposes.
  - I. Notify Breeder of scheduled vacations or other absences from the area that may coincide with breeding times.
  - J. Schedule and pay for boarding expenses that may be necessary if Breeder is unable to care for dog while Guardian is out of town, only at boarding facility approved by Breeder.
  - K. Maintain a principal place of residence within an agreed upon distance of Breeder and provide Breeder with Guardian's address, telephone number and email address.
5. **REMOVAL OF DOG:** Breeder may only remove the dog from the possession of Guardian for non-compliance of terms of this agreement, at which time this Agreement shall terminate. Breeder agrees to consult with Guardian before permanently removing the dog from Guardian's possession unless, in the judgment of the Breeder, the dog must be immediately removed from the possession of Guardian in order to protect the health, welfare and safety of the dog. If the dog does not need to be immediately removed from the Guardian's possession, Breeder shall give Guardian a reasonable amount of time to comply with Breeder's requirements for maintaining the health, welfare of safety of the dog before permanently removing the dog.
6. **DEATH OF DOG-GUARDIAN'S POSSESSION:** Except as hereinafter provided, should the dog die from natural or accidental causes while in the possession of Guardian, this Agreement shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party. A vet record will be needed to prove cause of death.
7. **DEATH OF DOG-BREEDER'S POSSESSION:** Should the dog die from natural, accidental or other causes while in possession of Breeder, this Agreement shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party. A vet record will be needed to prove cause of death.

8. TRANSFER OF OWNERSHIP-PROVEN BREEDER OR PROVEN SIRE: When Breeder, in the sole and absolute discretion of Breeder, determines that the dog, either a proven breeder or proven sire, shall no longer be used for breeding purposes, Breeder shall transfer ownership of the dog to Guardian at no cost or expense to Guardian. Breeder may, at Breeder's sole option, spay or neuter to dog prior to transferring ownership to Guardian. Should Breeder decide to spay or neuter the dog prior to transferring ownership to Guardian, the cost of having the dog spayed or neutered shall be paid by Breeder.
9. TRANSFER OF OWNERSHIP-POTENTIAL BREEDER OR POTENTIAL SIRE: If, within three years of the date of this Agreement, Breeder determines that the dog, either a potential breeder or potential sire, is unable to be utilized for breeding purposes for any reasons, Breeder shall transfer ownership of the dog to Guardian. Breeder's obligation to transfer ownership to Guardian pursuant to this paragraph shall be conditioned upon Guardian paying all costs and expenses to have the dog neutered or spayed and upon Guardian paying Breeder the amount of \$1800.00 which sum represents the fair market value of the dog. This amount minus what has already been paid when Guardian takes possession of the dog as an 8 week pup.
10. PAYMENT TO BREEDER: Prior to transfer of ownership from Breeder to Guardian and upon the occurrence of any of the following events, Guardian agrees to pay to Breeder the sum of \$1800.00 which sum represents the fair market value of the dog if the dog has not whelped any puppies for the breeder.
  - A. Guardian shall pay \$20,000.00 to Breeder if Guardian, independently and without the expressed written consent of Breeder, has the dog spayed or neutered, or is discovered to have knowingly permitted or caused male dog to be bred or a female to have been bred without Breeders's consent.
  - B. Guardian shall pay \$20,000.00 to Breeder if Guardian intentionally causes injury to the dog that prevents the dog from breeding or intentionally causes the death of the dog.
  - C. Guardian shall pay \$20,000.00 to Breeder if Guardian absconds with the dog, fails to advise Breeder of any change in Guardian's address, or ceases communication with Breeder.
  - D. The breaching party is responsible for all legal expenses incurred to enforce the terms of this contract.

GUARDIAN:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NOTARY:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ ( date )

BY: \_\_\_\_\_ ( NAME OF PERSON ACKNOWLEDGED ).

Notary Public Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

BREEDER:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NOTARY:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ (date)

By: \_\_\_\_\_ (Name of person acknowledged)

Notary Public Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Commission expires: \_\_\_\_\_